

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price	Page 1 Of 14		
2. Amendment/Modification No. P00071		3. Effective Date 2004FEB18		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 SFAE-CSS-LAV-B DOUGLAS W. CLEVELAND (586)574-6834 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: CLEVELAD@TACOM.ARMY.MIL			Code W56HZV	7. Administered By (If other than Item 6) DCMA HUNTSVILLE BIRMINGHAM GROUP BURGER PHILLIPS CENTER 1910 THIRD AVE. NORTH, RM 201 BIRMINGHAM, AL 35203-2376			Code S0101A
				SCD C	PAS NONE	ADP PT HQ0338	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) METRIC SYSTEMS CORPORATION 645 ANCHORS STREET FORT WALTON BEACH, FL. 32548-9990				<input type="checkbox"/>	9A. Amendment Of Solicitation No.		
				<input type="checkbox"/>	9B. Dated (See Item 11)		
				<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. DAAE07-00-C-M010		
TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>	10B. Dated (See Item 13) 2000MAR20		
Code 12339		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) SEE SECTION G							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: C							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2007DEC31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) MICHAEL T. FINNELL FINNELLM@TACOM.ARMY.MIL (586)574-8361			
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2004FEB18	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-C-M010 <b>MOD/AMD</b> P00071	<b>Page</b> 2 <b>of</b> 14
<b>Name of Offeror or Contractor:</b> METRIC SYSTEMS CORPORATION		

SECTION A - SUPPLEMENTAL INFORMATION

MODIFIATION P00071

AMOUNT OF THIS MODIFICATION: \$0

Modification P00071 is issued to incorporate the following administrative actions into the contract:

- The following narrative is added to CLIN 2016AA in order to allow the Contractor to receive payments incrementally as it delivers DVE kits. This addition is made at no change in the contract amount.  
  
 "The Contractor may be paid incrementally as it makes deliveries of DVE kits at a rate of \$329.83 each for the first 740 kits, and \$331.80 for the final kit."
- FAR Clause 52.243-7, Notification of Changes, in Section I of the Contract, is added in full text to include the time period for Contractor notification of the applicable change and the time period for Government response to said notification. The time period for each of these actions is 30 days.
- FAR Clause 52.245-15, Stop-Work Order (Alternative I dated Apr 1984) as included in the original contract award, contained language not consistant with that in the FAR. To remedy that problem, that clause is deleted from the contract and reestablished in the contract by reference. In addition, the basic Stop-Work Order clause (not Alt I) is added to the contract as there are both Cost Reimbursement and Firm Fixed Price CLINs on the contract.
- Clause H.8, Usage of DOD Rates for Major Range & Test Facility Base, was added to the contract by Modification P00011, dated 8 February 2001. This clause was not input into the PADDS reprint of the contract. Therefore, this clause is re-added at this time.
- Corrections are made to the following CLINs due to PADDS errors that caused narratives to be omitted that were included in earlier modifications, or that caused narratives to be included in a location where they didn't belong.
 

2007	3003AD
2015	3007AA
3003AA	4003AA
3003AB	
- The following CLINs are for options that were not exercised within the period of time allowed for that purpose and are, therefore, deleted from the contract.
 

2002AB	3004AE
2002AC	3006AA
3004AA	4002AA
3004AB	4002AB
3004AC	4004AA
3004AD	
- The parties agree that any and all claims for contract adjustment for the actions incorporated by this modification are hereby waived and released.
- As a result of this modification, the total amount of the contract remains unchanged. All terms and conditions of the contract, other than those described above, remain unchanged.

**Name of Offeror or Contractor:** METRIC SYSTEMS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
2002AB	<u>DELETED</u>				
2002AC	<u>DELETED</u>				
2007	<u>OPTION FOR PHASE II ILS</u>  SECURITY CLASS: Unclassified   <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination		EA		

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Name of Offeror or Contractor: METRIC SYSTEMS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2015AA	<p>(End of narrative A001)</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: OCONUS FSR VISIT SLEP PRON: T122T3304K PRON AMD: 03 ACRN: AL CUSTOMER ORDER NO: M9545002MP22049</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				\$ 18,419.00
2016AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: DVE KITS PRON: T122T3474K PRON AMD: 02 ACRN: AP CUSTOMER ORDER NO: M9545002MP22049</p> <p>The contractor will provide the following in the DVE kits:</p> <p>0004A4008 DVE Power Circuit (1 per kit) 0004A4007-1 Cable Assy, DVE Power Source (1 per kit) 0004A4006-1 Cable Assy, DVE Power In (1 per kit) 0004A4006-1 Cable Assy, DVE Power Out (1 per kit) 0004A4008-11 Template (1 per kit)</p> <p>The Contractor may be paid incrementally as it makes deliveries of DVE kits at a rate of \$329.83 each for the first 740 kits, and \$331.80 for the final kit.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV3084H001 Y00000 M 2 DEL REL CD QUANTITY DEL DATE 001 250 15-DEC-2003 002 250 15-MAR-2004 003 241 15-JUL-2004</p>	741	EA	\$ ** N/A **	\$ 244,406.00

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Name of Offeror or Contractor: METRIC SYSTEMS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>  (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE  (SHIP-TO) WILL BE FURNISHED PRIOR  TO THE SCHEDULED DELIVERY DATE FOR  ITEMS REQUIRED UNDER THIS  REQUISITION.</p> <p><u>PVT TRAINING</u></p> <p>CLIN CONTRACT TYPE:  Firm-Fixed-Price  NOUN: TRAIN FOR LAV SLEP  PRON: T132T5014K PRON AMD: 03 ACRN: AQ  CUSTOMER ORDER NO: M9545003MP32021</p> <p>(End of narrative B001)</p> <p>PRODUCTION VEHICLE TESTING  TRAINING FOR THE FOLLOWING VARIANTS  LAV-25 &amp; LAV-C2</p> <p>Scope of Work  Reference C.25.9.2</p> <p>The price for CLIN 3003AA was defininitized  in the amount of \$20,789 by Modification  P00048.</p> <p>The option for PVT Training was exercised  under CLIN 3003AA by Modification P00048.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ 20,789.00
3003AB	<p><u>I&amp;KP TRAINING</u></p> <p>CLIN CONTRACT TYPE:  Firm-Fixed-Price  NOUN: TRAIN FOR LAV SLEP  PRON: T132T5014K PRON AMD: 03 ACRN: AQ  CUSTOMER ORDER NO: M9545003MP32021</p> <p>(Deleted narrative B001)</p>				\$ 34,569.00

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Name of Offeror or Contractor: METRIC SYSTEMS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AD	<p>Instructor and Key Personnel Training for all variants.</p> <p>Scope of Work Reference C.25.9.3</p> <p>The price for CLIN 3003AB was defininitized in the amount of \$34,569 by Modification P00048.</p> <p>The option for I&amp;KP Training was exercised under CLIN 3003AB by Modification P00048.</p> <p>(End of narrative C001)</p> <p>(Deleted narrative C002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>NEW EQUIPMENT TRAINING</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TRAIN FOR LAV SLEP PRON: T132T5014K      PRON AMD: 03      ACRN: AQ CUSTOMER ORDER NO: M9545003MP32021</p> <p>(Deleted narrative B001)</p> <p>New Equipment Training for all variants for all MEFs.</p> <p>Scope of Work Reference C.25.9.5</p> <p>The price for CLIN 3003AD was defininitized in the amount of \$292,551 by Modification P00048.</p> <p>The option for New Equipment Training was exercised under CLIN 3003AD by Modification P00048.</p> <p>(End of narrative C001)</p> <p>(Deleted narrative C002)</p> <p><u>Inspection and Acceptance</u></p>				<p>\$ 292,551.00</p>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Destination      ACCEPTANCE: Destination				
3004AA	<u>DELETED</u>				
3004AB	<u>DELETED</u>				
3004AC	<u>DELETED</u>				
3004AD	<u>DELETED</u>				
3004AE	<u>DELETED</u>				
3006AA	<u>DELETED</u>				
3007AA	<u>CAIV PRODUCTION COSTS - FY03</u>  CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: PHASE II CAIV INIT PRON: T132T5024K      PRON AMD: 04      ACRN: AQ CUSTOMER ORDER NO: M9545003MP32021  CLIN 3007AA is established as an option to compensate the Contractor for CAIV initiatives for FY03 SLEP kits in accordance with Contract Modification PZ0039.  CLIN 3007AA is established at the definitized amount of \$878,054.  The option for the FY03 CAIV initiatives is exercised under CLIN 3007AA by Modification P00040.  CLIN 3007AA is reduced by \$34,236 to \$843,818 by Modification P00052 due to the deletion of the SLEP kits for the LAV-AD from the contract.  The Contractor shall be paid a unit amount of \$2,013.89 under this CLIN for each FY03 SLEP kit produced, except the final kit, for which the Contractor shall be paid \$2,011.98. These amounts are payable at the time of delivery of the kits (e.g., if 109 FY03 kits are delivered in one month, the Contractor shall be paid for 109 kits under this CLIN, or \$219,514.01, as well as the amount due under the SLEP kit				\$ 843,818.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>production CLIN).</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Origin      ACCEPTANCE: Origin</p>				
4002AA	<u>DELETED</u>				
4002AB	<u>DELETED</u>				
4003AA	<p><u>OPTION 1 FOR INSTALLATION OF FY03 KITS</u></p> <p>CLIN CONTRACT TYPE:  Cost-Plus-Fixed-Fee  NOUN: FY04 SLEP INSTALLATION  PRON: T142T3014K      PRON AMD: 03      ACRN: AU  CUSTOMER ORDER NO: M9545004MP42002</p> <p>Option for installation of kits for FY04:  Contractor installation at field units  combined with depot coordination (see  C.21). See schedule in Section F.</p> <p>CLIN 4003AA reflects the revised  installation schedule and plan  incorporated by Modification P00049.</p> <p>CLIN 4003AA includes the requirement  for the Contractor to install GFE  Air Tanks and Personnel Heaters at  field unit locations per Modification  P00051 (see paragraphs C.21.8 and C.21.9).</p> <p>CLIN 4003AA was adjusted by Modification  P00062 to delete the installation of  LAV-ADs.</p> <p>The option for the FY04 SLEP kit  installation effort is exercised under  CLIN 4003AA by Modification P00063  (see Section H.1)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p>				<p>\$ 3,734,325.00</p>



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AA	<u>DELETED</u>				

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SECTION F - DELIVERIES OR PERFORMANCE

Status	Regulatory Cite	Title	Date
F-1 ADDED	52.242-15	STOP-WORK ORDER	AUG/1989
F-2 ADDED	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-3 DELETED	52.242-15	STOP-WORK ORDER (ALTERNATE I dated APR 1984)	AUG/1989

Name of Offeror or Contractor: METRIC SYSTEMS CORPORATION

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	INCREASE/DECREASE		CUMULATIVE	
			PRIOR AMOUNT	AMOUNT	AMOUNT	
2015AA	T122T3304K M9545002MP22049	AP 2	\$ 18,419.00	\$ -18,419.00	\$	0.00
2015AA	T122T3304K M9545002MP22049	AL 2	\$ 0.00	\$ 18,419.00	\$	18,419.00
4003AA	T142T3014K M9545004MP42002	AR 2	\$ 3,734,325.00	\$ -3,734,325.00	\$	0.00
4003AA	T142T3014K M9545004MP42002	AU 2	\$ 0.00	\$ 3,734,325.00	\$	3,734,325.00
NET CHANGE			\$	0.00		

SERVICE	NET CHANGE	ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN	ACCOUNTING CLASSIFICATION	STATION	AMOUNT
Marine Corps	AL	17 24110923780311080200674432D02379100002MP22049		\$ 18,419.00
Marine Corps	AP	17 24110923783101080200674432D02379100002MP22049		\$ -18,419.00
Marine Corps	AR	17 46110920383100080200674432D20380500004MP42002		\$ -3,734,325.00
Marine Corps	AU	17 46110920383106785400674432D20380500004MP42002		\$ 3,734,325.00
NET CHANGE			\$	0.00

PRIOR AMOUNT		INCREASE/DECREASE	CUMULATIVE
OF AWARD		AMOUNT	OBLIG AMT
NET CHANGE FOR AWARD:	\$ 51,359,180.00	\$ 0.00	\$ 51,359,180.00

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.8 Usage of DOD Rates for Major Range & Test Facility Base. The Contractor, at its election, may arrange for a DOD Major Range & Test Facility Base (MRTFB) to perform test requirements of this contract as generally described in Attachment 1 to this contract. For the purpose of determining the appropriation rate payable by the Contractor to the MRTFB for that test support, and only for that purpose, the support shall be deemed to be "Government furnished" (reference DOD Financial Management Regulation, Volume 11A, Chapter 12, paragraph 12023.B5). The obligations of the MRTFB with respect to that support shall be governed by the terms of the test agreement between the Contractor and the test activity. No obligations of the MRTFB shall be imputed to the Government controlling activity under this contract, nor shall any failure of the MRTFB to perform such obligations give rise to any Contractor rights or defenses under this contract.

H-3 DELETED\*\*\*\*\*PERFORMANCE-BASED PAYMENTS DELETED BY MOD P00043\*\*\*

\*\*\* END OF NARRATIVE H 003 \*\*\*

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 DELETED	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-2 CHANGED	52.243-7	NOTIFICATION OF CHANGES	APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer. Specifically authorized representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) the date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders, and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter

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by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

[End of Clause]